

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

DGM SUPPLY, INC.,	§	
	§	
	§	
	§	
V.	§	C.A. NO. _____
	§	
	§	
PING AN PROPERTY & CASUALTY INSURANCE COMPANY OF CHINA, LTD. and EWIG INTERNATIONAL MARINE CORPORATION,	§	
	§	
	§	
	§	
Defendants	§	

**DEFENDANT EWIG INTERNATIONAL MARINE CORPORATION'S
NOTICE OF REMOVAL**

TO THE COURT:

Ewig International Marine Corporation (hereinafter "Ewig"), a defendant herein, by and through its attorneys of record, Hill Rivkins LLP, who while expressly reserving all issues or questions other than that of removal, files its Notice of Removal on the basis of federal diversity jurisdiction, and in support would respectfully show the Court as follows:

I.

On June 28, 2010, Plaintiff DGM Supply, Inc. (hereinafter "DGM") filed this civil action alleging breach of contract, bad faith and violations of the Texas Insurance Code in the 189th Judicial District Court of Harris County, Texas, under Cause No. 2010-39543. DGM did not make a jury demand in the state court.

II.

Pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, Defendant Ewig hereby removes this action from the 189th Judicial District Court of Harris County, Texas, Cause No.

2010-39543, to this Honorable Court. Defendant Ewig was served (improperly) with Plaintiff's Original Petition by certified mail on July 16, 2010. Therefore, the Notice of Removal is timely filed within the thirty-day period specified by 28 U.S.C. § 1446(b).

III.

Plaintiff DGM pleads that it is a corporation incorporated under the laws of Texas with its principal place of business in Midland, Texas, thus Plaintiff DGM is a citizen of Texas (DGM's Complaint, par. 2).

Plaintiff DGM pleads that Defendant Ping An Property & Casualty Insurance Company of China, Ltd. (hereinafter "Ping An") is a corporation or other entity incorporated or otherwise organized under the laws of China with its principal place of business in Shanghai, China, thus Defendant Ping An is a citizen of China (DGM's Complaint, par. 3).

As plead by Plaintiff DGM, Defendant Ewig is a corporation incorporated under the laws of New York with its principal place of business in New Jersey, thus Defendant Ewig is a citizen of New York and New Jersey (DGM's Complaint, par. 4).

Plaintiff DGM pleads for damages in the amount of at least \$750,000.00, which exceeds the amount of \$75,000.00 exclusive of interest and costs (DGM's Complaint, pars. 21 & 22).

IV.

Removal is proper as the District Courts of the United States have original jurisdiction over Plaintiff DGM's lawsuit against Defendant Ewig and the other defendant. The Court has subject-matter jurisdiction under 28 U.S.C. § 1332 as Plaintiff

DGM is diverse in citizenship from both defendants and the amount in controversy exceeds \$75,000.00 exclusive of interest and costs.

V.

In accordance with 28 U.S.C. § 1446(a) and Local Rule 81, copies of all executed process, pleadings asserting causes of action, all orders signed by the state judge, and the docket sheet are attached. An Index of Matters Being Filed and List of All Counsel of Record are filed contemporaneously with the Notice of Removal.

VI.

In accordance with 28 U.S.C. § 1446(d), written notice of the filing of the Notice of Removal will be promptly given to all parties, the District Clerk of Harris County, Texas, and the Clerk of the United States District Court for the Southern District of Texas, Houston Division.

VII.

It is not necessary for Defendant Ping An to join in the removal of this action as Plaintiff DGM pleads that it has not requested service on Defendant Ping An (DGM's Complaint, par. 3). *Getty Oil Corp. v. Ins. Co. of N. Am.*, 841 F.3d 1254, 1262 (5th Cir. 1988) (joinder in removal petition required only by "all defendants who are properly joined and served" at the time of removal).

Defendant Ewig respectfully prays that the state court action be removed to this Court and placed on the Court's docket for further proceedings, and for such other and further relief to which Defendant Ewig may show itself justly entitled.

Respectfully submitted,

Robert Glen Moll

DANA K. MARTIN
SDTX I.D. No. 126
Tex. Bar No. 13057830
ROBERT G. MOLL
SDTX I.D. No. 15213
Tex. Bar No. 00784622
55 Waugh Drive, Suite 1200
Houston, Texas 77007
Telephone: 713/457-2287
Telefax: 713/222-1359

ATTORNEY FOR DEFENDANT
EWIG INTERNATIONAL
MARINE CORPORATION

OF COUNSEL:

HILL RIVKINS LLP

Certificate of Service

On this 5th day of August, 2010, a true and correct copy of the foregoing was duly served by electronic filing or by certified mail, return receipt requested, to:

Chad Smith, Esq.
Julie Goen, Esq.
The Law Office of Chad Smith, P.C.
8008 Slide Road, Suite 33
Lubbock, Texas 79424

Robert Glen Moll

CAUSE NO. 2010-39543

DGM SUPPLY, INC.,	§ IN THE DISTRICT COURT
Plaintiff	§
V.	§ OF HARRIS COUNTY, TEXAS
PING AN PROPERTY & CASUALTY	§
INSURANCE COMPANY OF CHINA, LTD.	§
and EWIG INTERNATIONAL MARINE	§
CORPORATION,	§
Defendants	§ 189th JUDICIAL DISTRICT

DEFENDANT EWIG INTERNATIONAL MARINE CORPORATION'S
NOTICE OF FILING OF REMOVAL

TO: Plaintiff, DGM Supply, Inc., by and through its attorneys of record, Chad Smith, Esq. and Julie Goen, Esq., The Law Office of Chad Smith, P.C., 8008 Slide Road, Suite 33, Lubbock, Texas 79424.

You are hereby notified that on the 5th day of August, 2010, Ewig International Marine Corporation, a defendant herein, filed in the United States District Court for the Southern District Of Texas, Houston Division, its Notice of Removal, a copy of which is attached and incorporated by reference herein, for the purpose of removing this case to federal court. Defendant Ewig International Marine Corporation has filed with the District Clerk of Harris County, Texas, a copy of its Notice of Removal, thereby removing this action.

Respectfully submitted,

Robert G. Moll
DANA K. MARTIN
Tex. Bar No. 13057830
ROBERT G. MOLL
Tex. Bar No. 00784622
55 Waugh Drive, Suite 1200
Houston, Texas 77007
Telephone: 713/457-2287
Telefax: 713/222-1359

ATTORNEY FOR DEFENDANT
EWIG INTERNATIONAL
MARINE CORPORATION

OF COUNSEL:

HILL RIVKINS LLP

Certificate of Service

On this 5th day of August, 2010, a true and correct copy of the foregoing was duly served by electronic filing or by certified mail, return receipt requested, to:

Chad Smith, Esq.
Julie Goen, Esq.
The Law Office of Chad Smith, P.C.
8008 Slide Road, Suite 33
Lubbock, Texas 79424

Robert G. Moll

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

DGM SUPPLY, INC.,	§	
	Plaintiff	§
		§
		§
V.		C.A. NO. _____
		§
		§
PING AN PROPERTY & CASUALTY INSURANCE COMPANY OF CHINA, LTD. and EWIG INTERNATIONAL MARINE CORPORATION,	§	
	Defendants	§

INDEX OF MATTERS BEING FILED

1. Notice of Removal
2. Notice of Filing Removal (state court)
3. Index of Matters Being Filed
 - A. Executed Service of Process
 - Ewig International Marine Corporation
 - B. Pleadings
 - Plaintiff's Original Petition.
 - C. State Court Orders
 - None.
 - D. State Court Docket Sheet
4. List of All Counsel of Record.

Respectfully submitted,

Robert Glenn Moll

DANA K. MARTIN
SDTX I.D. No. 126
Tex. Bar No. 13057830
ROBERT G. MOLL
SDTX I.D. No. 15213
Tex. Bar No. 00784622
55 Waugh Drive, Suite 1200
Houston, Texas 77007
Telephone: 713/457-2287
Telefax: 713/222-1359

ATTORNEY FOR DEFENDANT
EWIG INTERNATIONAL
MARINE CORPORATION

OF COUNSEL:

HILL RIVKINS LLP

Certificate of Service

On this 5th day of August, 2010, a true and correct copy of the foregoing was duly served by electronic filing or by certified mail, return receipt requested, to:

Chad Smith, Esq.
Julie Goen, Esq.
The Law Office of Chad Smith, P.C.
8008 Slide Road, Suite 33
Lubbock, Texas 79424

Robert Glenn Moll

FILED
Loren Jackson
District Clerk

71 1563 6453 1300 0607 62

901

JUL 22 2010

CAUSE NO. 201039543

CONFIRMED FILE DATE: 7/22/2010

Time:

By _____
Harris County, Texas
DeputyRECEIPT NO. 2800
06-28-201065.00 CO1
TR # 72552380

PLAINTIFF: DGM SUPPLY INC

vs.

DEFENDANT: PING AN PROPERTY & CASUALTY INSURANCE COMPANY OF C

in The 189th
Judicial District Court
of Harris County, Texas
189TH DISTRICT COURT
Houston, TX

1039543

(3)

THE STATE OF TEXAS
County of Harris

CITATION (CERTIFIED)

CERTIFIED MAIL BY CONSTABLE

TO: EWIG INTERNATIONAL MARINE CORPORATION (NEW YORK CORPORATION) BY
SERVING ITS REGISTERED AGENT MICHAEL KATZ ESQ
382 SPRINGFIELD AVENUE SUITE 217 SUMMIT NJ 079012707

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION

This instrument was filed on the 28th day of June, 2010, in the above cited cause number
and court. The instrument attached describes the claim against you.YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a
written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday
next following the expiration of 20 days after you were served this citation and petition,
a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 7th day of July, 2010, under my hand and
seal of said Court.

Issued at request of:
 SMITH, CHAD JUSTIN
 8008 SLIDE RD STE 33
 LUBBOCK, TX 79424
 Tel: (806) 783-0056
 Bar No.: 24027867



LORREN JACKSON, District Clerk
 Harris County, Texas
 1201 Caroline Houston, Texas 77002
 (P.O. Box 4651, Houston, Texas 77210)

GENERATED BY: JOHNSON, CHARLETA MA Y89/2FK/8743515

CLERK'S RETURN BY MAILING

Came to hand the _____ day of _____, and executed by
 mailing to Defendant certified mail, return receipt requested, restricted delivery, a true
 copy of this citation together with an attached copy of
 PLAINTIFF'S ORIGINAL PETITION
 to the following addressee at address:

ADDRESSEE

ADDRESS

Service was executed in accordance with Rule 106(a)
 (2) TRCP, upon the Defendant as evidenced by the
 return receipt incorporated herein and attached
 hereto at _____

on _____ day of _____,
 by U.S. Postal delivery to _____

This citation was not executed for the following
 reason: _____

LORREN JACKSON, District Clerk
 HARRIS COUNTY, TEXAS

By _____, Deputy

NINT.CITM.P

100-1283811

RECORDER'S MEMORANDUM
 This instrument is of poor quality
 at the time of imaging



Date Produced: 07/19/2010

HARRIS COUNTY CONSTABLE

The following is the delivery information for Certified Mail™ item number 7115 6364 5313 0006 0762. Our records indicate that this item was delivered on 07/16/2010 at 12:32 p.m. in SUMMIT, NJ, 07901. The scanned image of the recipient information is provided below.

Signature of Recipient:

Mr	<u>B. Kitec</u>
Mrs	<u>B. Kitec</u>
Miss	<u>B. Kitec</u>
Mr	<u>David</u>
Mrs	<u>David</u>
Miss	<u>David</u>

Address of Recipient:

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 30000000009824

Ewig international
2010. 39543



JACK F. ABERCIA, CONSTABLE
PRECINCT NUMBER ONE
HARRIS COUNTY, TEXAS

MAIN OFFICE
P.O. BOX 52578
HOUSTON, TEXAS 77052-2578
(713) 755-5200 FAX (713) 755-8951

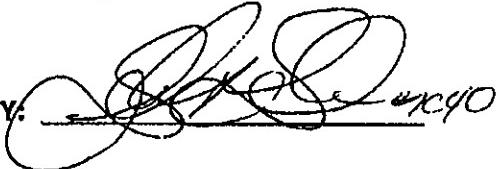
ANNEX OFFICE
1900 NORTH SHEPHERD
HOUSTON, TEXAS 77091
(713) 697-3600 FAX (713) 697-3649

OFFICER'S RETURN FOR CERTIFIED MAIL

Received this CITATION, case #201039543 on the 13TH day of JULY 2010
at 3:45 P.M., Executed at 382 SPRINGFIELD AVENUE SUITE 217 SUMMIT NJ
079012707 by mailing to the within name EWIG INTERNATIONAL MARINE
CORPORATION BY SERVING ITS REG/AGENT MICHAEL KATZ ESQ AND by
delivering to B. KEITEL on the 16TH day of JULY 2010 BY
REGISTERED/CERTIFIED MAIL WITH DELIVERY RESTRICTED TO
ADDRESSEE ONLY, a true copy of this citation together with a copy of
PLAINTIFF'S ORIGINAL PETITION

FEE : \$65.00

JACK F. ABERCIA, CONSTABLE
PCT #1, HARRIS COUNTY TX

DEPUTY: 

Unofficial Copy Office

Clerk

COPY

CAUSE NO. 2010 39543

DGMSUPPLY, INC.

VS.

PING AN PROPERTY & CASUALTY
INSURANCE COMPANY
OF CHINA, LTD,
and EWIG INTERNATIONAL
MARINE CORPORATION

IN THE 189 DISTRICT COURT

IN AND FOR

HARRIS COUNTY, TEXAS

FILED
SEARCHED
INDEXED
FILED
JACKETED
LORED
STAMPED
HARIS
COUNTY
TEXAS
MAY 10
2010 JUN 28 AM
MAIL PROCESSING DEPARTMENT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES DGM SUPPLY, INC., Taxpayer ID number **-***1151, (hereinafter referred to as "DGM" or "Plaintiff") complaining of PING AN PROPERTY & CASUALTY INSURANCE COMPANY OF CHINA, LTD, Taxpayer ID unknown, and EWIG INTERNATIONAL MARINE CORPORATION, Taxpayer ID Unknown, (hereinafter collectively referred to as "Defendants", or "Ping An" and "EWIG"), and for cause of action would respectfully show the Court as follows:

- (1) Pursuant to the *Texas Rules of Civil Procedure*, Plaintiff elects to conduct discovery pursuant to Level Two.
- (2) DGM SUPPLY, INC. is a Texas Corporation having its principal place of business in Midland County, Texas.
- (3) Ping An is a Chinese company doing business in the State of Texas. Ping An has its principal place of business at B1 Area, 4th Floor of #1 Building, #1158 of Shangfend Road, Pudong District, Shanghai City, China, 201201. Ping An engaged in business in the State of Texas, and this lawsuit arises out of Ping An's business in Texas. No service is requested on Ping An at this time.

(4) EWIG is a New York corporation whose registered agent for service of process is Michael Katz, Esq., 382 Springfield Avenue, Suite 217, Summit, New Jersey, 07901-2707.
Plaintiff requests that EWIG be served by certified mail, return receipt requested.

(5) This Court has jurisdiction over the subject matter in that the amount in controversy exceeds the minimum jurisdictional limits of this Court, and the Defendants are doing business in the State of Texas.

(6) Venue is proper in Harris County, Texas, because all or a substantial portion of the acts giving rise to the causes of action occurred in Harris County. Further, the insurance policy subject to this dispute specifically states that the claim is payable in Houston.

(7) All conditions precedent to filing this suit have occurred or have been performed.

Statement of Facts

(8) DGM agreed to purchase a large quantity of pipe from International Precious Resources, LLC to be manufactured by Tianjin Shuangjie Pipe Manufacturing Co., Ltd. The purchase included:

IPR-DGM08-1C

- 40,950' x 8 5/8" 32# J55 LTC API 5CT Casing;
- 19,824' x 8 5/8" 24# J55 STC API 5CT Casing; and

IPR-DGM0802-B

- 33,929.86' x 8 5/8" 32# J55 LTC API 5CT Casing.

(9) The terms of the contract required that such pipe be delivered in a new and unused condition, FOB to a location in Houston, Texas, with Defendants paying all duty and loading fees. Although the 33,929.86' of pipe was required to be shipped by October 15, 2008, the pipe was not loaded in China until November 23, 2008, and was not shipped from China until

November 25, 2008. The pipe did not arrive into the Port of Houston until February 3, 2009, over sixty-six (66) days late.

(10) Not only did the pipe arrive substantially late, but the pipe also arrived in a substantially damaged manner. The pipe arrived with numerous high seams, split joints, and other defects. The damage included substantial dents at the ends of the pipe, as well as cracks and breaks ranging from hairline fractures in the pipe to fist-sized sections at the end of the pipe entirely broken off. DGM would not have purchased the pipe had it known that the pipe would be delivered in such a defective manner.

(11) International Precious Resources, LLC purchased a Cargo Transportation Insurance Policy from Ping An. The policy insured 269 packages of 8-5/8" casing at a total worth of \$788,231.85. Ping An designated any claim as payable in Houston, Texas, United States. The policy specifically designated EWIG as the surveyor for any damages to the cargo.

(12) EWIG is an agent of Ping An based on its designation as the only surveyor Ping An will allow to survey cargo damages for the purpose of determining claims. EWIG surveyed the damaged pipe at the request of Ping An. EWIG sent the results of the survey directly to Ping An and notified representatives of both Plaintiff and International Precious Resources after multiple requests for an updated status of the claim that refuses to provide a copy of such report. The relationship between EWIG and Ping An is that of a principal and its agent. Ping An's sole control over the actions of EWIG relates to decisions that EWIG can make pertaining to Ping An's cargo insurance policies. Ping An may be held liable for the acts and/or omissions of EWIG that fall within the scope of EWIG and Ping An's business relationship. EWIG is liable for its acts and/or omissions that occur during the scope of relevant business activities.

(13) On October 19, 2009, Plaintiff's lawyer sent a letter to Ms. Lily Lee of Ping An acknowledging the existence of the cargo insurance policy and Ping An's employment of EWIG to conduct an inspection of the damaged pipe. This letter was sent after the insurance claim had been pending for nine (9) months and requested that Ping An confirm acceptance of responsibility for the shipping damages and the extent of those damages, or, alternatively, deny all responsibility. The letter also requested a status update regarding the claim and a copy of an English version of the insurance policy. Ping An did not respond.

(14) In an October 23, 2009 letter to Plaintiff's attorney, EWIG stated that the final evaluation and repair of the pipes was the obligation of the insured and/or claimant. Plaintiff's attorney immediately responded requesting documentation supporting that contention. EWIG failed to respond. No further responses were received from EWIG until February 22, 2010 in which Defendant's representative Captain Amir informed Plaintiff that the survey of the damaged pipes had been sent to the Daebu Shipping in Korea as per the Cargo Insurance Policy and EWIG had closed the file. Despite repeated requests, EWIG has failed and refused to turn over any inspection reports or provide any information as to the results of its inspection of the damaged goods.

(15) On February 19, 2010, a surveyor from EWIG conducted an inspection of the damaged pipes based on International Precious Resources' Cargo Insurance Policy with Ping An. On July 14, 2009, EWIG informed Plaintiff that, based on its inspection, EWIG believed the pipes should be repaired to mitigate losses and stated that it had requested International Precious Resources to submit repair invoices.

(16) On February 26, 2010, Plaintiff's attorney sent a second letter to Lily Lee at Ping An again requesting the status of Plaintiff's insurance claim. Ping An did not respond.

(17) As of the filing of this Petition, Plaintiff has not received any type of response from either of the Defendants. Effective as of May 25, 2010, International Precious Resources, LLC assigned to Plaintiff all of its rights, title, and interest in and to the insurance policy, contract, and benefits.

Breach of Contract

(18) Plaintiff, as the assigned beneficiary of the policy, alleges that Defendants are in breach of contract under the Cargo Insurance Policy. Plaintiff's claim for breach of contract centers around Defendants' following actions:

- A. failure to accept or reject the Insurance Claim within a reasonable amount of time,
- B. failure to respond to any correspondence with the Plaintiff,
- C. failure to give Plaintiff an update on the status of the claim,
- D. failure to pay the amount of the claim in a timely manner, and
- E. failure to act in good faith to the Plaintiff's detriment.

The insurance policy specifically covered all shipping and cargo damages to the goods. Despite clear and convincing evidence that the goods were damaged during shipping, the insurance policy has not been paid by Ping An, and EWIG has failed and refused to provide information concerning its inspection report and damages claim. Defendants breached the contract by failing to perform the contract as set forth according to its specific terms and conditions. The failure to perform the contract as agreed constitutes breach of damages for which Plaintiff sues. Therefore, Plaintiff seeks to recover all damages resulting from the breach of contract as set forth herein.

Texas Insurance Code Violations

(19) Plaintiff would show that the Defendants have failed to act in good faith in responding to Plaintiff's request for payment of the claim. Defendants have:

- A. failed to acknowledge receipt of the claim within the proper timeframe outlined under the *Texas Insurance Code*;
- B. have failed to accept or reject the claim within the proper time frame outlined in the *Texas Insurance Code*; and
- C. have acted in bad faith by delaying payment of the insurance claim at the Plaintiff's detriment.

(20) The above-described acts constitute violations of the *Texas Insurance Code* (hereinafter "*Tex. Ins. Code*") as follows:

- A. §542.055(a)(1) - Failure to acknowledge receipt of the claim within 15 business days of receiving the claim;
- B. §542.056(a) - Failure to notify claimant in writing of the acceptance or rejection of the claim no later than the 15th business day after insurer has received all items, statements, and forms required by the insurer to secure final proof of loss;
- C. §542.056(c) - Failure to notify the claimant of the reasons the insurer needs additional time to accept or reject the claim within 15 business days of receiving all items, statements, and forms required by the insurer to secure final proof of loss;
- D. §542.058(a) - Delaying payment of a claim for a period of more than 60 days after receiving all items, statements, and forms reasonably requested and required under §542.055; and
- E. Failure to uphold a duty of good faith and fair dealing.

Therefore, pursuant to §542.058(a) and §542.060(a-b) of the *Texas Insurance Code*, Plaintiff is entitled to be compensated for all damages, including payment of the amount of the claim taxed at a rate of 18 percent (18%) per annum for damages and reasonable attorneys fees also taxed at the same rate.

Damages

(21) Plaintiff seeks to recover all damages incurred by Plaintiff to remedy the defects in the goods caused by the shipping and handling damages. Such damages are in the amount of \$500,000.00, which represent the cost of repairing the damaged goods and the cost of shipping and handling goods as part of the repair process. In addition, Plaintiff is entitled to interest at the rate of 18 percent (18%) per annum beginning ninety (90) days from the initial notice to Defendants of the claim because Defendants failed to notify Plaintiff or its predecessor of its acceptance or rejection of the claim within the statutory required period. Due to the fact that Defendants' acts and/or omissions were committed knowingly, Plaintiff seeks treble and/or exemplary damages in the maximum amount provided by law to be determined by the trier of fact.

(22) Plaintiff also has lost substantial income and profit resulting from Defendants' failure to pay the Cargo Insurance Claim. The exact amount of damages from loss of income and profit is still being incurred but such damages are in the minimum amount of \$250,000.00.

Request for Attorney Fees

(23) Based on the Defendants' egregious breach of contract and pursuant to the *Texas Insurance Code*, Plaintiff is entitled to recovery of all costs and reasonable and necessary attorney fees incurred in the prosecution of this action. Plaintiff would show that reasonable and necessary attorney fees incurred in the prosecution of this case are as follows:

- A. the sum of \$50,000.00 for prosecution of this case through the trial court stage;
- B. the sum of \$25,000.00 for making or defending an appeal to the Court of Appeals;
- C. the sum of \$15,000.00 for making or defending an Application for Writ of Error to the Texas Supreme Court; and

- D. the sum of \$15,000.00 for making and defending an appeal to the Texas Supreme Court in the event an Application for Writ of Error is granted.

WHEREFORE, PREMISES CONSIDERED, the Plaintiff prays that PING AN PROPERTY & CASUALTY INSURANCE COMPANY OF CHINA, LTD and EWIG INTERNATIONAL MARINE CORPORATION be cited to appear and answer herein, and that upon final resolution of this matter, that Plaintiff be awarded the following:

- A. Award of damages against PING AN PROPERTY & CASUALTY INSURANCE COMPANY OF CHINA, LTD and EWIG INTERNATIONAL MARINE CORPORATION as set forth above;
- B. Pre-judgment and post-judgment interest in the maximum amount provided by law;
- C. An award of treble and/or exemplary damages against PING AN PROPERTY & CASUALTY INSURANCE COMPANY OF CHINA, LTD and EWIG INTERNATIONAL MARINE CORPORATION in the maximum amount provided by law;
- D. Reasonable and necessary attorney fees in the amount and upon the contingencies set forth above;
- E. All costs of Court; and
- F. Any and all such other and further relief to which the Plaintiff may show itself justly entitled

Respectfully submitted,


CHAD SMITH
State Bar No. 24027867
JULIE GOEN
State Bar No. 24069793
The Law Office of Chad Smith, P.C.
8008 Slide Road, Suite 33
Lubbock, Texas 79424-2828
806/783-0056 (Telephone)
806/771-2008 (Facsimile)

HCDistrictclerk.com DGM SUPPLY INC vs. PING AN PROPERTY & CASUALTY INSURANCE COMPANY OF C
Cause: 201039543 CDI: 7 Court: 189 8/4/2010

APPEALS

No Appeals found.

COST STATEMENTS

No Cost Statements found.

TRANSFERS

No Transfers found.

POST TRIAL WRITS

No Post Trial Writs found.

ABSTRACTS

No Abstracts found.

SETTINGS

No Settings found.

SUMMARY**CASE DETAILS**

File Date	6/28/2010
Case (Cause) Location	Civil Intake 1st Floor
Case (Cause) Status	Active - Civil
Case (Cause) Type	BREACH OF CONTRACT
Next/Last Setting Date	N/A

COURT DETAILS

Court	189 th
Address	201 CAROLINE (Floor: 12) HOUSTON, TX 77002 Phone: 7133686300
JudgeName	Bill R. Burke Jr.
Court Type	Civil

PARTIES

Name	Type	Post	Attorney
		Jdgmt	
DGM SUPPLY INC	PLAINTIFF - CIVIL		SMITH, CHAD JUSTIN
PING AN PROPERTY & CASUALTY INSURANCE COMPANY OF CHINA LTD	DEFENDANT - CIVIL		
EWIG INTERNATIONAL MARINE CORPORATION	DEFENDANT - CIVIL		
PING AN PROPERTY & CASUALTY	REGISTERED AGENT		

INSURANCE
COMPANY OF
CHINA LTD
(CHINESE)

EWIG REGISTERED AGENT
INTERNATIONAL
MARINE
CORPORATION
(NEW YORK
CORPORATION)
BY

382 SPRINGFIELD AVENUE SUITE 217, SUMMIT, NJ 07901-2707

JUDGMENT/EVENTS

Date	Description	Order Signed	Post Jdgmt	Pgs	Attorney
6/28/2010	ORIGINAL PETITION		0		SMITH, CHAD JUSTIN

SERVICE

Type	Status	Instrument Person	Requested	Issued	Served	Returned	Received	Tracking	Deliv To
CITATION (NON-RESIDENT CORPORATE) OF SERVING AGENCY	SERVICE ISSUED / IN POSSESSION	ORIGINAL PETITION	PING AN PROPERTY & CASUALTY INSURANCE COMPANY OF CHINA LTD (CHINESE COMPANY)	6/28/2010	7/7/2010			72552378	MAIL ATTOR
CITATION (CERTIFIED)	SERVICE RETURN / EXECUTED	ORIGINAL PETITION	EWIG INTERNATIONAL MARINE CORPORATION (NEW YORK CORPORATION) BY SERVING ITS REGISTERED AGENT MICHAEL KATZ ESQ	6/28/2010	7/7/2010	7/16/2010	7/20/2010	7/23/2010	72552380 CONST PCT I

DOCUMENTS

Number	Document	Post Jdgmt	Date	Pgs
45888157	Citation (Certified)		07/22/2010	3
45674996	Plaintiff's Original Petition		06/28/2010	8
> 45675000	Envelope		06/28/2010	1
> 45674998	Filing letter		06/28/2010	1

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

DGM SUPPLY, INC., Plaintiff
§
§
§
§
§
§
§
§
§
§
V. C.A. NO. _____
PING AN PROPERTY & CASUALTY
INSURANCE COMPANY OF CHINA, LTD.
and EWIG INTERNATIONAL MARINE
CORPORATION, Defendants

LIST OF ALL COUNSEL OF RECORD

1. Chad Smith, Esq.
Julie Goen, Esq.
The Law Office of Chad Smith, P.C.
8008 Slide Road, Suite 33
Lubbock, Texas 79424
Telephone: 806/783-0056
Telefax: 806/771-2008

**ATTORNEY FOR PLAINTIFF
DGM SUPPLY, INC.**

2. Dana K. Martin, Esq.
Robert G. Moll, Esq.
HILL RIVKINS LLP
55 Waugh Drive, Suite 1200
Houston, Texas 77007
Telephone: 713/457-2287
Telefax: 713/222-1359

ATTORNEY FOR DEFENDANT
EWIG INTERNATIONAL MARINE CORPORATION

Respectfully submitted,

Robert Glen Moll

DANA K. MARTIN
SDTX I.D. No. 126
Tex. Bar No. 13057830
ROBERT G. MOLL
SDTX I.D. No. 15213
Tex. Bar No. 00784622
55 Waugh Drive, Suite 1200
Houston, Texas 77007
Telephone: 713/457-2287
Telefax: 713/222-1359

ATTORNEY FOR DEFENDANT
EWIG INTERNATIONAL
MARINE CORPORATION

OF COUNSEL:

HILL RIVKINS LLP

Certificate of Service

On this 5th day of August, 2010, a true and correct copy of the foregoing was duly served by electronic filing or by certified mail, return receipt requested, to:

Chad Smith, Esq.
Julie Goen, Esq.
The Law Office of Chad Smith, P.C.
8008 Slide Road, Suite 33
Lubbock, Texas 79424

Robert Glen Moll